



Federal Communications Commission
Office of the Secretary
Washington, D.C. 20554

March 10, 2005

DOCKET FILE COPY ORIGINAL

Charles W. Logan
Lawler, Metzger, Milkman & Kenney, LLC
2001 K Street, NW
Washington, D. C. 20006

RE: Motion to Accept Filing As Timely
Filed In WT Docket No. 02-55

Dear Mr. Logan::

The Office of the Secretary has received your request for acceptance of the documents filed by Nextel Communications in the above-referenced proceeding as timely filed, due to technical difficulties with the Commission's Electronic Comment Filing System (ECFS).

In accordance with 47 C.F.R. Section 0.231(i), I have reviewed your request and verified your assertions. After considering the relevant arguments, I have determined that these filings will be accepted as timely filed on March 7, 2005. If we can be of further assistance, please contact the Office of the Secretary.

Sincerely,

A handwritten signature in black ink, reading "Marlene H. Dortch", is written over the typed name.

Marlene H. Dortch
Secretary

CC: Wireless Telecommunications Bureau

LAWLER, METZGER, MILKMAN & KEENEY, LLC

2001 K STREET, NW
SUITE 802
WASHINGTON, D.C. 20006

CHARLES W. LOGAN
PHONE (202) 777-7724

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MAR - 7 2005

Federal Communications Commission
Office of the Secretary

PHONE (202) 777-7700
FACSIMILE (202) 777-7763

March 8, 2005

By Hand Delivery

Marlene H. Dortch, Secretary
Federal Communications Commission
445 Twelfth Street SW
Washington, DC 20554

Re: WT Docket No. 02-55


Dear Ms. Dortch:

Transmitted herewith are an original and four copies of two filings that we attempted to file numerous times via the FCC's Electronic Comment Filing System (ECFS) on Monday evening, March 7, 2005. As shown on the attached ECFS error messages we received last night and as discussed today with FCC staff, ECFS was malfunctioning and prevented parties from filing submissions in the record of this docket yesterday evening.

Please accept the two attached documents as timely filed in WT Docket No. 02-55 on March 7, 2005, given the circumstances described above.

If you have any questions or require anything further, please do not hesitate to call.

Sincerely,


Charles W. Logan

Enclosures

cc: William Caton
Michael Wilhelm

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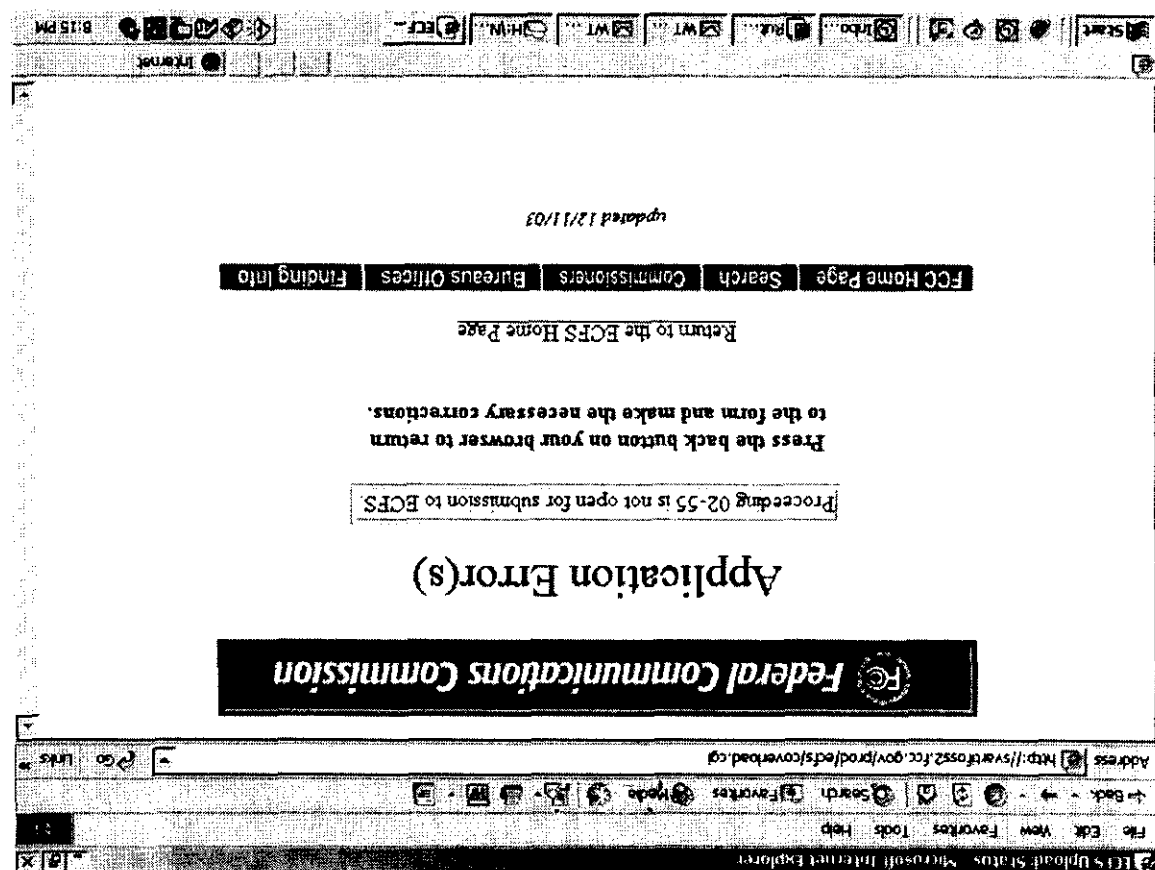
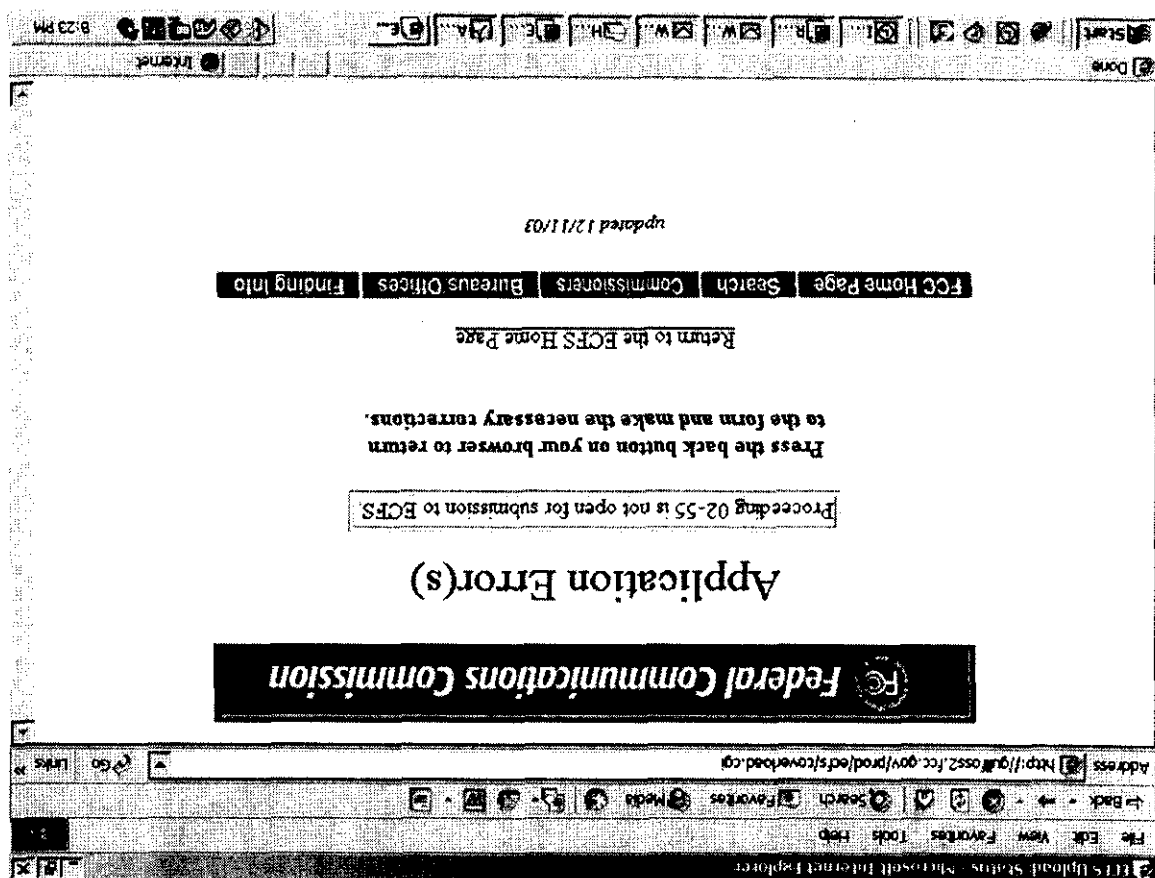
MAR - 8 2005

Federal Communications Commission
Office of the Secretary

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Federal Communications Commission
Office of the Secretary



March 7, 2005

BY ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

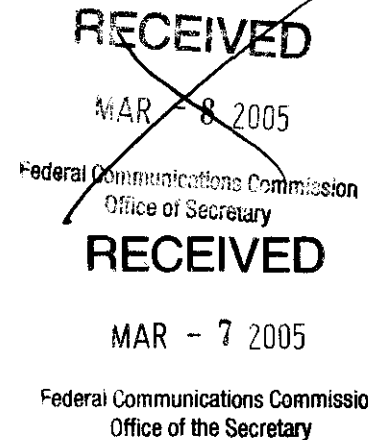
Re: WT Docket No. 02-55

Dear Ms. Dortch:

Nextel Communications, Inc. ("Nextel") respectfully submits the acknowledgment required by paragraphs 87 and 344 of the Report and Order ("R&O") in the above-captioned proceeding, as modified by subsequent errata and orders that have been issued by the Commission.¹

Nextel hereby acknowledges that it has studied the law and the facts and has made its own estimate of the risks that implementation of the R&O may be delayed by judicial review and that the R&O may, in fact, be declared invalid. Nextel further acknowledges that the Commission has not participated in Nextel's assessment and is not privy to it, and does not in any way warrant any of the premises upon which Nextel's assessment may be based. Nextel acknowledges that it has accepted the risk of delay and invalidity resulting from judicial review, and, in the event a court invalidates the R&O, that (a) Nextel would be barred from bringing, and hereby waives any right to bring, a civil action against the government to recover the costs it had incurred up to that point in implementing 800 MHz band reconfiguration, and (b) Nextel would be barred from otherwise seeking, and hereby waives any such right to seek, redress from the government for any claimed injury arising from Nextel's actions taken in connection with the R&O. As clarified in the *Supplemental Order*, however, in such circumstance Nextel and the other affected parties, including, without limitation, the Commission, would not be required to continue to perform their obligations under the R&O.

¹ See *Improving Public Safety Communications in the 800 MHz Band; Consolidating the 800 and 900 MHz Industrial/Land Transportation and Business Pool Channels*, Report and Order, Fifth Report and Order, Fourth Memorandum Opinion and Order, 19 FCC Rcd 14969, ¶¶ 87, 344 (2004) ("R&O"), as amended by Erratum, WT Docket No. 02-55 (rel. Sep. 10, 2004); Second Erratum, 19 FCC Rcd 19651 (2004); Public Notice, "Commission Seeks Comment on Ex Parte Presentations and Extends Certain Deadlines Regarding the 800 MHz Public Safety Interference Proceeding," 19 FCC Rcd 21492 (2004); Third Erratum, 19 FCC Rcd 21818 (2004); Supplemental Order and Order on Reconsideration, 19 FCC Rcd 24708, ¶ 9 (2004) ("Supplemental Order"); and Erratum, WT Docket No. 02-55 (rel. Jan. 19, 2005).



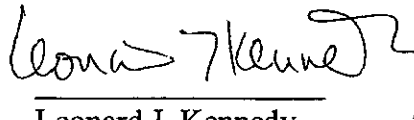
Marlene H. Dortch, Secretary

March 7, 2005

Page 2

Pursuant to paragraph 344 of the *R&O*, this letter is being filed electronically for inclusion in the public record of the above-referenced proceeding.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leonard J. Kennedy", written over a horizontal line.

Leonard J. Kennedy
General Counsel

cc: Catherine Seidel
Michael Wilhelm
Jeffrey Dygert
Elizabeth Lyle

March 7, 2005

BY ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Re: WT Docket No. 02-55

Dear Ms. Dortch:

Nextel Communications, Inc. ("Nextel") hereby submits the following documents and certifications pursuant to paragraph 344 of the Report and Order ("R&O") in the above-captioned proceeding, as modified by subsequent errata and orders that have been issued by the Commission:¹

- *Irrevocable Letter of Credit.* As required by paragraph 344 of the R&O, Nextel hereby certifies that it has obtained an irrevocable letter of credit ("Letter of Credit"), a copy of which is attached hereto as Appendix A, which is in a form in all material respects identical to that contained in Appendix E to the R&O as modified by comments and edits provided by the Commission staff, the Issuing Banks (as that term is defined in the Letter of Credit), the proposed Letter of Credit trustee, and Nextel, in all cases reviewed and approved by the Commission staff. The Letter of Credit has been executed by the Issuing Banks, and is being held in escrow by JP Morgan Chase Bank, the Issuing Bank's administrative agent, pending approval of the proposed trustee and trust agreement. In a letter dated today (a copy of which is included in Appendix A), Nextel has irrevocably instructed JP Morgan Chase Bank that, upon receipt of such approval, it should deliver the Letter of Credit to the Trustee.
- *Letters from Issuing Banks.* Attached hereto as Appendix B are copies of letters from each of the Issuing Banks to the Chief of the Wireless Telecommunications Bureau confirming that they satisfy the criteria set forth in footnote 493 of the R&O.

¹ See *Improving Public Safety Communications in the 800 MHz Band; Consolidating the 800 and 900 MHz Industrial/Land Transportation and Business Pool Channels*, Report and Order, Fifth Report and Order, Fourth Memorandum Opinion and Order, and Order, 19 FCC Rcd 14969, ¶ 344 (2004) ("R&O"), as amended by Erratum, WT Docket No. 02-55 (rel. Sep. 10, 2004); Second Erratum, 19 FCC Rcd 19651 (2004); Public Notice, "Commission Seeks Comment on Ex Parte Presentations and Extends Certain Deadlines Regarding the 800 MHz Public Safety Interference Proceeding," 19 FCC Rcd 21492 (2004); Third Erratum, 19 FCC Rcd 21818 (2004); Supplemental Order and Order on Reconsideration, 19 FCC Rcd 24708, ¶ 9 (2004) ("Supplemental Order"); and Erratum, WT Docket No. 02-55 (rel. Jan. 19, 2005).



- *Proposed Trustee.* As specified in the Letter of Credit, Nextel proposes that U.S. Bank National Association ("U.S. Bank") serve as the Letter of Credit trustee. As described in a letter from U.S. Bank to the Chief of the Wireless Telecommunications Bureau, a copy of which is attached hereto as Appendix C, Nextel and U.S. Bank believe that U.S. Bank is qualified to act as trustee and will be independent and free from any inappropriate conflicts of interest. It is Nextel's understanding that, based on the representations set forth in this letter, U.S. Bank will be acceptable to the Commission as trustee. U.S. Bank has fully disclosed in its letter to the Bureau Chief its non-trust relationship with Nextel, and, to the extent the Commission deems it necessary, has requested a waiver pursuant to paragraph 22 of the *Supplemental Order* to permit it to act as the trustee on the grounds that this relationship will not undermine U.S. Bank's independence as the trustee.
- *Bankruptcy Counsel Opinion Letter.* Attached hereto as Appendix D is an opinion letter from counsel as required by paragraphs 187, 325 and 344 of the *R&O*. This opinion letter from the law firm of Jones Day is being delivered to the Commission today in connection with the expected issuance of the Letter of Credit. As stated above, the Letter of Credit will be delivered to the Trustee upon approval of the proposed Letter of Credit trustee and trust agreement. At such time, Jones Day will deliver a letter to the Trustee authorizing the Trustee to rely on the opinion letter.
- *Letter of Cooperation from Affiliates.* Attached hereto as Appendix E is a letter of cooperation from Nextel Partners, Inc., as required by paragraph 344 of the *R&O* and paragraph 27 of the *Supplemental Order*. Nextel is also submitting a separate letter explaining its belief that Nextel International, Inc. should not be deemed an affiliate of Nextel and therefore should not be required to submit a letter of cooperation.
- *Litigation Risk Acknowledgment Letter.* Attached hereto as Appendix F is a letter from Nextel setting forth the acknowledgment required by paragraphs 87 and 344 of the *R&O*.

Nextel has recently submitted for Commission staff review and approval a draft trust agreement establishing the 800 MHz Relocation Trust and the relationship between Nextel and the Letter of Credit trustee and a draft tri-party agreement among Nextel, the Transition Administrator, and the Letter of Credit trustee. Nextel believes that both draft agreements incorporate language that fully effectuates the summary terms set forth in Appendix E, Annex E, to the *R&O*. Nextel also submitted earlier today to the FCC staff a draft bilateral agreement between the Transition Administrator and Nextel. In addition, as requested by the Commission staff, a supplement to the channel distribution

agreement previously submitted by Nextel and Southern LINC will be submitted shortly in a separate filing.

By submitting the documents and certifications described above, Nextel has complied in all material respects with the conditions set forth in paragraph 344 of the *R&O*, as numbered by subsequent errata issued by the Commission. Out of an abundance of caution, however, Nextel requests that, in the event the Commission concludes that additional information or steps are necessary for purposes of such compliance, the Commission grant Nextel additional time to provide such information or take such steps.

Nextel greatly appreciates the efforts of the Commission and its staff throughout this proceeding. Nextel is committed to working cooperatively with the Commission, its staff, and all involved parties to implement the Commission's 800 MHz reconfiguration plan and improve public safety communications in the 800 MHz band.

This letter is being filed electronically for inclusion in the public record of the above-referenced proceeding.

Respectfully submitted,

/s/ Lawrence R. Krevor

Lawrence R. Krevor

Vice President - Government Affairs

cc: John Muleta
Catherine Seidel
David Furth
Nicole McGinnis
Michael Wilhelm
Jeffrey Dygert
Elizabeth Lyle
Neil Dellar

Appendix A

Irrevocable Standby Letter of Credit

No. P-622662

March __, 2005

U.S. Bank National Association, as trustee
1350 Euclid Avenue, 11th Floor
Cleveland, OH 44115
Attention: Katherine Esber

Ladies and Gentlemen:

At the request and for the account of Nextel Finance Company, JPMorgan Chase Bank, N.A. ("JPMorgan Chase"), together with Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc (such banks collectively with JPMorgan Chase, the "Issuing Banks" and individually an "Issuing Bank") hereby establish, severally, in the respective amounts specified below, in your favor, their Irrevocable Standby Letter of Credit No. P-622662 (the "Letter of Credit") in the aggregate amount of \$2,500,000,000 (Two Billion Five Hundred Million United States Dollars) (the "Stated Amount"). Anything in this Letter of Credit to the contrary notwithstanding, the obligations of the Issuing Banks hereunder shall be several and not joint with each Issuing Bank being obligated for \$312,500,000.00 (Three Hundred Twelve Million Five Hundred Thousand United States Dollars). The amount of each such obligation with respect to the Issuing Banks shall reduce pro rata as the Stated Amount may from time to time be reduced in accordance with this Letter of Credit. This Letter of Credit is being provided by Nextel Communications, Inc. ("Nextel") pursuant to the Report and Order and Fifth Report and Order and Fourth Memorandum Opinion and Order, and Order dated as of August 6, 2004 issued by the Federal Communications Commission ("Commission") in the Matter of Improving Public Safety Communications in the 800 MHz Band, as modified by subsequent errata and orders that have been issued by the Commission (collectively, the "Order"). The several percentage of each of the Issuing Banks as to any drawings hereunder (each a "Letter of Credit Percentage" and collectively the "Letter of Credit Percentages") shall be that percentage set forth on the signature page for such Issuing Bank, or such other percentage as is specified pursuant to the eighth paragraph hereof. The maximum amount that may be drawn under this Letter of Credit is \$2,500,000,000.

This Letter of Credit shall expire on the date (the "Expiration Date") that is the earliest to occur of (i) subject to the next succeeding paragraph, the close of banking business at the counters of JPMorgan Chase, the address of which is described in the fourth paragraph hereof, on the date which is one year from the date of issuance hereof, (ii) upon receipt by JPMorgan Chase of a certificate purportedly signed by the Transition Administrator (as defined below) or, if not an individual, purportedly signed by two authorized representatives of the Transition Administrator, and in either case purportedly countersigned by an authorized signatory of the Commission in the form attached as Annex E, (iii) in the event of automatic extensions, the then current expiry date in effect, in a year when a notice of non-renewal, conforming to the requirements set forth in the next succeeding paragraph, is sent to you by JPMorgan Chase or (iv) the Ultimate Expiration Date (as defined below). For purposes hereof, "Transition Administrator" means the Transition Administrator appointed pursuant to, and serving in such capacity in accordance with, the Order.

It is a condition of this Letter of Credit that it shall be automatically extended for a period of one year, from the present or any future expiration date as provided for herein, unless at least sixty (60) days prior to the then current Expiration Date, but not earlier than ninety (90) days prior to such date, JPMorgan Chase, on behalf of the Issuing Banks, sends notice to you (and to the Commission at its address indicated in Annex G), in writing by a nationally recognized overnight delivery service, that this Letter of Credit will not be extended for any additional periods. The above notwithstanding, this Letter of Credit will expire, without further extensions, on July 26, 2009 (the "Ultimate Expiration Date").

Funds under this Letter of Credit are available to you against your draft (which shall be in the aggregate amount being concurrently drawn against all Issuing Banks) in the form attached hereto as Annex A, presented at the office of JPMorgan Chase referenced below, and referring thereon to the number of this Letter of Credit, accompanied by your written and completed certificate purportedly signed by you substantially in the form of Annex B-1 attached hereto and, as applicable, either the Transition Administrator's written and completed certificate purportedly signed by the Transition Administrator substantially in the form of Annex B-2 attached hereto or the Commission's written and completed certificate purportedly signed by an authorized signatory of the Commission substantially in the form of Annex B-3 attached hereto. Such draft and certificates shall be dated the date of presentation or an earlier date, which presentation shall be made at the counters of JPMorgan Chase at their office located at 10420 Highland Manor Dr., 4th Fl., Tampa, FL 33610, Attn: Standby Letter of Credit Dept., and shall be effected either by personal delivery or delivery by a nationally recognized overnight delivery service.

JPMorgan Chase hereby commits and agrees to accept any such presentation at such office on behalf of the Issuing Banks made on or prior to the Expiration Date, and if such presentation of documents appears on its face to comply with the terms and conditions of this Letter of Credit and is made prior to 5:00 p.m. New York time on a Business Day, will notify the Issuing Banks on the next succeeding Business Day at their respective addresses indicated on Annex G (identifying each Issuing Bank's L/C Reference Number indicated opposite its signature hereto), of their obligations to honor the same. Each of the Issuing Banks will pay its Letter of Credit Percentage of all such drawings under this Letter of Credit with its own funds not later than the date (herein, the "Issuing Bank Payment Date") two Business Days after receipt of such notice from JPMorgan Chase to an account of JPMorgan Chase that shall be specified by JPMorgan Chase in such notice. Payment under this Letter of Credit shall be made by the Issuing Banks by wire transfer of immediately available funds to JPMorgan Chase for your account. Not later than 6:00 p.m. New York time on the Business Day next following the Issuing Bank Payment Date, all such funds that have been received by JPMorgan Chase from the Issuing Banks (including from JPMorgan Chase itself) prior to the close of business on the Issuing Bank Payment Date shall be transferred by JPMorgan Chase to you or your successor, as Letter of Credit Trustee appointed pursuant to, and serving in such capacity in accordance with, the Order (the "Trustee") in accordance with the instructions set forth in the draft presented in connection with such draw under this Letter of Credit. Each of the Issuing Banks agrees, for itself alone and not jointly with any other bank, to pay its Letter of Credit Percentage of any draft drawn by you under this paragraph and presented to JPMorgan Chase in accordance with the terms and conditions hereinafter set forth. For purposes hereof, "Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

In the event that any one or more Issuing Banks shall have failed to transfer to JPMorgan Chase prior to the close of business on the Issuing Bank Payment Date for any drawing (including any prior drawing under this paragraph) the full amount of the portion of such drawing that is to be paid by it (any defaulted amount of such drawing being herein called the "Defaulted Amount") then, at the time of payment by JPMorgan Chase to you of such drawing, JPMorgan Chase shall notify you of the identity of each Issuing Bank that shall have failed to transfer to JPMorgan Chase its portion of such drawing, and the Defaulted Amount for each such Issuing Bank. In such event, without limiting any rights and remedies that you may have against such defaulting Issuing Bank(s) by reason of such failure, you shall be entitled to make a supplemental drawing under this Letter of Credit from each of the remaining Issuing Banks (herein, the "Non-Defaulting Issuing Banks") for the aggregate Defaulted Amount. Such drawing shall be made by your presentation to JPMorgan Chase of your written and completed certificate purportedly signed by you substantially in the form of Annex C attached hereto. Such certificate shall be dated the date of presentation or a date not earlier than the original drawing in respect of which such failure occurred, and shall be presented to JPMorgan Chase at the location specified in the fourth paragraph hereof. Such certificate shall be accepted and processed by JPMorgan Chase in the same manner as required in the preceding paragraph for the original drawing in respect of which such failure occurred. Similarly, payment by each Non-Defaulting Issuing Bank (and by JPMorgan Chase) of such drawing shall be made in the same manner as required in the preceding paragraph for such original drawing, provided that each of such Non-Defaulting Issuing Banks agrees, for itself alone and not jointly with any other Issuing Bank, to pay that percentage of such drawing as is equal to the percentage equivalent of the ratio of (i) the Letter of Credit

Percentage of such Non-Defaulting Issuing Bank divided by (ii) the sum of the Letter of Credit Percentages of all of the Non-Defaulting Issuing Banks.

Upon the transfer by an Issuing Bank to JPMorgan Chase as provided above of the amount of any drawing under this Letter of Credit of the portion of such drawing to be paid by such Issuing Bank, such Issuing Bank shall be fully discharged of its obligations under this Letter of Credit with respect to such drawing, and such Issuing Bank shall not be obligated thereafter to make any further payments under this Letter of Credit in respect of such drawing. The failure of any Issuing Bank to make funds available to you under this Letter of Credit shall not relieve any other Issuing Bank of its obligation hereunder to make funds available to you; except as provided in the sixth paragraph hereof, no Issuing Bank shall be responsible for the failure of any other Issuing Bank to make funds available to you.

An Issuing Bank may cease to be a party to, and a new bank may become a party to, this Letter of Credit, and the Letter of Credit Percentage of an Issuing Bank may change; provided that no such event will reduce the then available amount under this Letter of Credit. Prior to the occurrence of any such event, JPMorgan Chase will provide prompt written notice of such event to you (and the Commission at its address indicated in Annex G), including any change in the identities of the Issuing Banks severally but not jointly liable in respect of the aggregate undrawn amount of this Letter of Credit (based upon their respective Letter of Credit Percentages thereof) and any change in such Letter of Credit Percentages.

Under the Order, any such new bank must be a bank that is (a) any United States Bank that (i) is among the 50 largest United States banks, determined on the basis of total assets as of December 31, 2003, (ii) whose deposits are insured by the Federal Deposit Insurance Corporation, and (iii) has a long-term unsecured credit rating issued by Standard & Poor's of A- or better (or an equivalent rating from another nationally recognized credit rating agency); or (b) any non-U.S. bank that (i) is among the 50 largest non-U.S. banks in the world, determined on the basis of total assets as of December 31, 2003 (determined on a U.S. dollar equivalent basis as of such date), (ii) has a branch office in New York City or such other branch office agreed to by the Commission, (iii) has a long-term unsecured credit rating issued by a widely-recognized credit rating agency that is equivalent to an A- or better rating by Standard & Poor's, and (iv) issues this Letter of Credit payable in United States dollars.

Multiple drawings are permitted under this Letter of Credit, and the undrawn amount of this Letter of Credit shall be reduced by any such multiple draw hereunder.

This Letter of Credit shall be subject to automatic amendment consisting of a decrease in the amount available hereunder to the amount specified in a certificate purportedly signed by the Transition Administrator or, if not an individual, purportedly signed by two authorized representatives of the Transition Administrator, and purportedly countersigned by an authorized signatory of the Commission, in the form attached as Annex D, which amendment shall automatically become effective upon receipt by JPMorgan Chase of such certificate. Promptly following receipt by it of any such certificate, JPMorgan Chase will forward a copy thereof to the Issuing Banks at their respective addresses indicated on Annex G.

This Letter of Credit is not transferable or assignable in whole or in part, except that this Letter of Credit may be transferred in its entirety (but not in part) to any successor trustee succeeding you pursuant to, and in accordance with, the Order, and JPMorgan Chase only is authorized to act as the transferring bank. JPMorgan Chase shall not recognize any transfer of this Letter of Credit until this original Letter of Credit together with any amendments and a completed Transfer Form purportedly signed by the current Trustee and purportedly countersigned by the Commission, attached hereto as Annex F, is received by it. In case of any transfer of this Letter of Credit, any draft and any required statement of the Trustee thereafter presented under this Letter of Credit must be executed solely by the transferee. This Letter of Credit may not be transferred to any person if such transfer would result in a violation of U.S. Foreign Assets Control Regulations (31 C.F.R. Subtitle B, Chapter V) or other applicable U.S. Laws and Regulations.

This Letter of Credit sets forth in full the undertaking of the Issuing Banks, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificates and the drafts referred to herein and the ISP (as

defined below); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates and such drafts and the ISP.

This Letter of Credit shall be subject to, governed by, and construed in accordance with, the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (the "ISP"), which is incorporated into the text of this Letter of Credit by this reference, and, to the extent not inconsistent therewith, the laws of the State of New York, including the Uniform Commercial Code as in effect in the State of New York.

Communications with respect to this Letter of Credit shall be addressed to JPMorgan Chase at its address set forth above, specifically referring to the number of this Letter of Credit, and all such communications shall be deemed appropriate notice to each of the Issuing Banks.

Very truly yours,

Maximum Letter of Credit Amount:

\$312,500,000.00

Letter of Credit Percentage: 12.5%

L/C Reference Number P-622662

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

This is a signature page by the above Issuing Bank to Letter of Credit No. P-622662 issued by JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc in favor of U.S. Bank National Association, as trustee. By execution of this signature page, the above Issuing Bank authorizes JPMorgan Chase Bank, N.A. to affix this signature page to the original copy of such Letter of Credit to be delivered to the Beneficiary.

Maximum Letter of Credit Amount:
\$312,500,000.00
Letter of Credit Percentage: 12.5%
L/C Reference Number 61638251

CITIBANK, N.A.

By: _____
Name: _____
Title: _____

This is a signature page by the above Issuing Bank to Letter of Credit No. P-622662 issued by JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc in favor of U.S. Bank National Association, as trustee. By execution of this signature page, the above Issuing Bank authorizes JPMorgan Chase Bank, N.A. to affix this signature page to the original copy of such Letter of Credit to be delivered to the Beneficiary.

Maximum Letter of Credit Amount:

\$312,500,000.00

Letter of Credit Percentage: 12.5%

L/C Reference Number 3073253

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

This is a signature page by the above Issuing Bank to Letter of Credit No. P-622662 issued by JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc in favor of U.S. Bank National Association, as trustee. By execution of this signature page, the above Issuing Bank authorizes JPMorgan Chase Bank, N.A. to affix this signature page to the original copy of such Letter of Credit to be delivered to the Beneficiary.

Maximum Letter of Credit Amount:
\$312,500,000.00
Letter of Credit Percentage: 12.5%
L/C Reference Number 91164/80085

THE BANK OF NOVA SCOTIA

By: _____
Name: _____
Title: _____

This is a signature page by the above Issuing Bank to Letter of Credit No. P-622662 issued by JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc in favor of U.S. Bank National Association, as trustee. By execution of this signature page, the above Issuing Bank authorizes JPMorgan Chase Bank, N.A. to affix this signature page to the original copy of such Letter of Credit to be delivered to the Beneficiary.

Maximum Letter of Credit Amount:

\$312,500,000.00

Letter of Credit Percentage: 12.5%

L/C Reference Number SB00356

BARCLAYS BANK PLC

By: _____

Name: _____

Title: _____

This is a signature page by the above Issuing Bank to Letter of Credit No. P-622662 issued by JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc in favor of U.S. Bank National Association, as trustee. By execution of this signature page, the above Issuing Bank authorizes JPMorgan Chase Bank, N.A. to affix this signature page to the original copy of such Letter of Credit to be delivered to the Beneficiary.

Maximum Letter of Credit Amount:
\$312,500,000.00
Letter of Credit Percentage: 12.5%
L/C Reference Number SM212330W

WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

This is a signature page by the above Issuing Bank to Letter of Credit No. P-622662 issued by JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc in favor of U.S. Bank National Association, as trustee. By execution of this signature page, the above Issuing Bank authorizes JPMorgan Chase Bank, N.A. to affix this signature page to the original copy of such Letter of Credit to be delivered to the Beneficiary.

Maximum Letter of Credit Amount:
\$312,500,000.00
Letter of Credit Percentage: 12.5%
L/C Reference Number 54218

SOCIÉTÉ GÉNÉRALE

By: _____
Name: _____
Title: _____

This is a signature page by the above Issuing Bank to Letter of Credit No. P-622662 issued by JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc in favor of U.S. Bank National Association, as trustee. By execution of this signature page, the above Issuing Bank authorizes JPMorgan Chase Bank, N.A. to affix this signature page to the original copy of such Letter of Credit to be delivered to the Beneficiary.

Maximum Letter of Credit Amount:

\$312,500,000.00

Letter of Credit Percentage: 12.5%

L/C Reference Number LCA03030500912NY

THE ROYAL BANK OF SCOTLAND PLC

By: _____

Name: _____

Title: _____

This is a signature page by the above Issuing Bank to Letter of Credit No. P-622662 issued by JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc in favor of U.S. Bank National Association, as trustee. By execution of this signature page, the above Issuing Bank authorizes JPMorgan Chase Bank, N.A. to affix this signature page to the original copy of such Letter of Credit to be delivered to the Beneficiary.

ANNEX A

TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. P-622662

Form of Draft

To: JPMorgan Chase Bank, N.A.
C/O JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Dr., 4th Floor
Tampa, FL 33601
Attn: Standby Letter of Credit Department

DRAWN ON LETTER OF CREDIT No: P-622662

AT SIGHT

PAY TO THE ORDER OF U.S. BANK NATIONAL ASSOCIATION BY
[CHECK/WIRE TRANSFER OF FEDERAL RESERVE BANK OF NEW YORK]

FUNDS TO: _____

Account Number: (_____)

[INSERT AMOUNT IN WORDS] DOLLARS AND NO/CENTS

\$(INSERT AMOUNT IN NUMBERS)

U.S. BANK NATIONAL ASSOCIATION, as
trustee

By: _____
TITLE:

ANNEX B-1
TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. P-622662

Draw Certificate

Reference is made to Letter of Credit No. P-622662 (the "Letter of Credit") issued by JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc in favor of U.S. Bank National Association, as trustee. Terms defined in the Letter of Credit are used herein as defined therein.

The undersigned hereby certifies to each Issuing Bank, with reference to the Letter of Credit that it is the Trustee as defined in the Letter of Credit and that [insert one of the following bracketed options]:

[The Transition Administrator has certified to undersigned that pursuant to the Order, a payment in the amount of \$_____ is appropriate to be made to the undersigned to hold in trust and disburse to _____ to satisfy a payment obligation of Nextel, and further certifying that the Transition Administrator instructed the Trustee to make such payment via draw on the Letter of Credit]

OR

[The Commission has certified to the undersigned that pursuant to paragraph 184 of the Order and the Commission's finding that Nextel is in material breach of the terms of the Order, the Trustee is entitled to receive payment of \$_____ representing the remaining undrawn amount of the Letter of Credit, and the Commission has directed the undersigned to draw such amount on the Letter of Credit and to hold the same in trust, and to disburse such amount, in accordance with the instructions of the Transition Administrator.]

OR

[The Commission has certified to the undersigned that pursuant to paragraph 185 of the Order, the Commission has approved the use of \$_____ of letter of credit proceeds to compensate [the Transition Administrator/the Trustee] for its services, and the Commission has directed the undersigned to draw such amount on the Letter of Credit and to remit to [the Transition Administrator/the Trustee] from the proceeds thereof the amounts owing for compensation for such services.]

OR

[The Commission has certified to the undersigned that, given [notice of non-renewal of the Letter of Credit and failure of Nextel, through its wholly owned subsidiary Nextel Finance Company or otherwise, to obtain a satisfactory replacement thereof/the fact that the Ultimate Expiration Date of the Letter of Credit is 60 days or less from the date of this draw certificate and the failure of Nextel to obtain a satisfactory replacement thereof], pursuant to the Order, the Trustee is entitled to receive payment of \$_____ representing the remaining undrawn amount of the Letter of Credit, and the Commission has directed the undersigned to draw such amount on the Letter of Credit and to hold the same in trust, and to disburse such amount, pursuant to the Order.]

OR

[The Commission has certified to the undersigned that pursuant to [paragraph 186 of the Order, the Commission has directed the undersigned to draw on the Letter of Credit \$_____ for payment to the United States Treasury/paragraph 330 of the Order, Nextel has elected to apply \$_____ of letter of credit proceeds for payment to the United States Treasury and the Commission has directed the undersigned to draw such amount on the Letter of Credit for payment to the United States Treasury].]

A copy of the signed certification [of the Transition Administrator referred to above, completed and in the form of Annex B-2 to the Letter of Credit purportedly signed by or on behalf of the Transition Administrator is attached hereto/of the Commission referred to above, completed and in the form of Annex B-3 to the Letter of Credit purportedly signed by or on behalf of the Commission is attached hereto].

IN WITNESS WHEREOF, the undersigned has executed this certificate as of [specify time of day] on the ____ day of _____, 200__.

U.S. BANK NATIONAL ASSOCIATION, as
trustee

By: _____
Name:
Title:

ANNEX B-2
TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. P-622662

Draw Certificate of Transition Administrator

Reference is made to Letter of Credit No. P-622662 (the "Letter of Credit") issued by JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank PLC; Wachovia Bank, National Association; Société Générale; and The Royal Bank of Scotland plc in favor of U.S. Bank National Association, as trustee. Terms defined in the Letter of Credit are used herein as defined therein.

The undersigned hereby certifies to the Trustee, with reference to paragraph 344 of the Order, pursuant to which Nextel, through its wholly owned subsidiary, Nextel Finance Company, has provided the Letter of Credit, that it is the Transition Administrator as defined in the Letter of Credit and that:

i. _____ [Name of licensee] is an 800 MHz licensee that has obtained a quotation for [estimated expenses/final expenses] in the amount of \$ _____ in connection with transition from _____ [specify spectrum] to _____ [specify spectrum]. On _____ [date] (the "Obligation Date"), this quotation was [deemed reasonable by the Transition Administrator/deemed final after application of the dispute resolution mechanisms in the Order], and notification thereof was made to Nextel for payment. The period of forty (40) days has expired since the Obligation Date, without evidence of payment of such obligation by Nextel, and the undersigned has determined that no good cause exists for Nextel's failure to honor such payment obligation.

ii. The undersigned has established and will maintain for [specify time period] a file containing documents and records (any and all of which may be in electronic form) that demonstrate with reasonable specificity, and consistent with [financial standards for expense documentation/other standards or standards contained in the Order], conclusions stated in its certification in clause (i) above, and such file shall be available during regular business hours for inspection or audit by the auditors specified in the tri-party agreement between the undersigned, the Trustee and Nextel dealing with, *inter alia*, the subject matter hereof.

Based on the foregoing, the Transition Administrator hereby directs the Trustee to draw on the Letter of Credit in the amount and for the benefit of the party specified in clause (i) above, and to make payment of the above amount (from the proceeds of the Letter of Credit) by _____ [insert date seventy (70) days after the Obligation Date] to _____ [name of licensee] payable as follows: [Insert Payment Instructions for licensee/or indicate payment instructions to follow in separate documentation]